

STATE OF CALIFORNIA

GAVIN NEWSOM, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

State Mediation and Conciliation Service

1031 18th Street

Sacramento, CA 95811-4124

Tel: (916) 322-7638 Email: smcsinfo@perb.ca.gov



AGREEMENT TO MEDIATE

1. This Agreement to mediate concerns the following matter: SCTA unfair practices allegations
2. The parties understand that under California Evidence Code sections 1115 - 1128, and any other state, federal, or local statutes, mediation is regarded as an off-the-record event and enjoys absolute confidentiality unless otherwise stipulated in writing by the parties and the mediator. The parties further understand and agree that the mediator may not be subpoenaed to testify about what was said in the mediation process. Thus, the confidentiality of mediation extends to discussions that concern the subject of the mediation that may occur before and after the actual mediation. Statements made during the course of mediation are privileged settlement discussions, made without prejudice to any party's legal position.
3. The parties agree to try to resolve the above-described matter through mediation. The parties understand that settlement during mediation is entirely voluntary.
4. The parties understand that the mediator has no power to decide who wins or loses this case and will not express an opinion on who is right or wrong. Rather, the mediator is going to try to help the parties reach their own resolution of this case by facilitating the discussion.
5. The parties understand that the mediator is not going to act as an advocate for any participant.
6. The parties understand that the purpose of mediation is to explore whether the parties can reach a resolution, not as a means to gather information for a hearing or trial.
7. The mediation session will not be recorded by anyone (either video or audio), and/or disclosed through any form of social media, and no transcript of the session will be produced.
8. The parties understand that any documents prepared for or during mediation (such as case summaries presented to the mediator or notes taken by the mediator) are for settlement purposes only and may not be subpoenaed for, or used in, a hearing or trial.
9. The parties understand that no participant will be bound by anything said or done in mediation unless and until there is a fully executed written settlement agreement.

DATE: 3-25-19

Signature

Sacramento City Teachers Assoc. - SCTA
Name of Employer or Employee Organization

Print Name and Title

Executive Director

Signature

Sacramento City Unified School District
Name of Employer or Employee Organization

Print Name and Title

George Aguilar, Superintendent

For SMCS: Signature

Print Name